

General Policy and Rules and Regulations of TCWD

CHAPTER 6: CUSTOMER SERVICE; BILLING; SERVICE TERMINATION

Section 6.1 Application of Rules and Regulations; Service Agreement.

The provision of water service and/or wastewater service to any District Customer is expressly subject to compliance with all applicable terms and conditions of these Rules and Regulations and other applicable requirements of the District at all times.

All Customers and Applicants on Application for New Service shall enter into a Service Agreement for water/wastewater service with the District prior to service being activated. Service Agreements shall provide that the Applicant or Customer agrees to the application of these Rules and Regulations to such Applicant or Customer at all times while such person or party is a customer of the District. All District Customers are provided water and/or wastewater service subject to compliance with these Rules and Regulations, as amended from time to time, at all times. The District may prescribe additional conditions for water or wastewater service to any Customer in a permit issued by the District. Each District Customer shall be subject to the provisions of the Rules and Regulations, which may be changed from time to time, as applicable to such Customer at all times.

Section 6.2 Water Service.

- 6.2.1 Customer's Responsibility. Every Customer receiving water service from the District shall be responsible for all water passing through the Meter of said Customer. The District shall not be required to adjust bills claimed to be excessive or charges incurred by the Customer, unless it is clearly shown to the satisfaction of the General Manager and the Board, prior to the due date shown on the bill, that such excessive charge was due to errors or omissions of the District or its employees. The District's decision in such matters shall be final. Any adjustments of \$1,000.00 or under shall be made by the General Manager. All adjustments of \$1,001.00 or more shall

be determined by the Board.

The Customer, or the Applicant on the Application for New Service, is responsible for all bills until the District closes the account. The Customer will then be responsible only for services up to and including the day the account is closed. If the new Customer has not informed the District, in writing, prior to the closing date, that the new Customer is assuming responsibility for the water or service, the account will be closed, water service discontinued and the Meter will be locked.

- Rates for Water Service. Rates for water service shall be established by the Board from time to time in conformance with Water Code Section 31024 and related law. The current water rates of the District are available from the District's Customer Service personnel upon request.
- 6.2.2

Section 6.3 Wastewater (Sewer) Service.

- 6.3.1 Customer's Responsibility. Every Customer receiving wastewater service from the District shall be responsible for each wastewater connection to the District's Wastewater System. The District shall not be required to adjust bills claimed to be excessive or charges incurred by the Customer, unless it is clearly shown to the satisfaction of the General Manager and the Board, prior to the due date shown on the bill, that such excessive charge was due to errors or omissions of the District or its employees. The District's decision in such matters shall be final. Any adjustments of \$1,000.00 or under shall be made by the General Manager. All adjustments of \$1,001.00 or more shall be determined by the Board.

The Customer, or the Applicant on the Application for New Service, is responsible for all bills until the District closes the account. The Customer will then be responsible only for services up to and including the day the account is closed.

Wastewater service provided by the District is expressly subject to the terms and conditions of these Rules and Regulations and the provisions of District Ordinance No. 92-16, or any successor thereto. Wastewater service provided by the District to a Customer may be terminated, and the sewer connection stopped or severed, as set forth in these Rules and

Regulations, including, but not limited to, the provisions of District Ordinance No. 92-16, or any successor thereto.

- 6.3.2 Rates for Wastewater Service. Rates for wastewater service shall be established by the Board from time to time in conformance with Water Code Section 31101 and related law. The current wastewater service rates of the District are available from the District's Customer Service personnel upon request.

Section 6.4 Water Meters.

- 6.4.1 Regulation of Facilities. The District reserves the right to regulate the size, type and location of each Meter and service, or extension of the District's water, sewer and/or reclaimed systems and to determine if existing facilities are adequate to provide efficient service and an equitable supply to the Customer. Where existing facilities are inadequate, service will be furnished only after the installation of adequate facilities as determined by the District, and as otherwise provided within these Rules and Regulations. Such facilities are to be constructed at the sole expense of the Applicant or Customer.
- 6.4.2 Meter Installations. All services and connection to the District's water, sewer and/or reclaimed system shall be fitted with adequate and approved Meters, valves and appurtenances installed by the District or as otherwise provided herein, and shall be paid for by the Applicant or Customer. (See **Appendix D**, Current Schedule of Rates, Fees and Charges.)
- 6.4.3 Ownership of Service. The District retains the ownership of Meters and connecting service pipes from the main to the Meter(s). Ownership of all pipes, connections and all other facilities past the Meter shall be and remain the sole property of the Customer. If installed, all electronic apparatus for reading and/or operation of District Meters shall remain the property of the District; however, this shall not affect the other provisions of this Chapter. Should conditions require a larger Meter than that already installed, the Customer shall pay the actual cost of installation, including a new Meter.
- 6.4.4 Relocation of Meters. A Meter may be moved at the request of a Customer from one location to another on the property served by it upon approval by the General Manager. The cost of

the relocation will be the responsibility of the Customer. The General Manager may require a deposit for the cost of the relocation in advance of any work. In no event shall the District's facilities be moved by Customer. (See **Appendix D**, Current Schedule of Rates, Fees and Charges.)

- 6.4.5 Temporary/Construction Meters. A temporary Meter is one not intended for permanent use, such as a contractor's Meter for construction work. For each such temporary connection a deposit to cover the estimated cost of installing, removing and use of same is to be paid by the Applicant at the time of making application. (See **Appendix D**, Current Schedule of Rates, Fees and Charges). All temporary Meters shall be available at all times for reading by District. The temporary Meter must be chained and locked to the fire hydrant.
- 6.4.6 Meter Inquiries and Testing. If a Customer is concerned that their Meter was not read correctly, the Customer can request the Meter to be read a second time. If the new reading indicates the original reading was in error, an adjustment will be made to the original usage charges. If the new reading indicates the original reading was correct the Customer will be responsible for the original usage charges.

If a Customer is concerned that the Meter is not operating correctly or is not accurate, upon written request from the Customer, the District will test the Meter for accuracy. Prior to the removal of the Meter for testing, the District shall require a Meter test deposit in accordance with the Current Schedule of Rates, Fees and Charges. Meter test deposits will be refunded if the Meter is determined to be outside the prescribed limits for Meter accuracy.

If the Meter is found to be registering 3% or more in excess of the actual quantity flowing through the Meter, the District will replace the defective Meter, refund the Meter test deposit and refund to the Customer the full amount of the overcharge based on the corrected Meter readings for the previous period, not exceeding six months, that the Meter was in use.

If the Meter is not defective and does not register 3% or more excess, the Meter test deposit shall be forfeited to the District and the water bill paid as rendered.

If the District discovers an inaccurate or inoperable Meter, the Meter will be replaced and the Customer will be billed based on the average consumption for at least twelve preceding months during which the Meter was in use and registering correctly.

- 6.4.7 Main, Meter and Valve Replacement Program. In order to maintain the District facilities in a state of good working order, the District has an ongoing program for the replacement of water and sewer mains, meters and valves. The costs involved in this program, including costs for studies, design, equipment and new facilities, shall be paid for by the District from sources which are legally available for such purposes.

Section 6.5 Billing Process.

- 6.5.1 Billing for Utilities: Customers of the District are responsible for understanding and by way of application, agree to procedures and timelines for District billing, delinquency, and service turn off and turn on for water and/or sewer services:

- a. Billing for utilities includes services for water and/or sewer usage.
- b. The District will read, or cause to be read, Meters on a periodic basis as necessary to determine the service billing for water and/or sewer usage for the corresponding Customer.
- c. Residential dwelling units are billed a flat rate for sewer usage based on the size of the water meter. Billing for business/commercial facilities is based on sewer usage and categorized by the District as low, medium and high. (See Appendix D, Current Schedule of Rates, Fees and Charges.)
- d. Billings shall be monthly or bimonthly depending on the service provided to a Customer and as determined by the District.
- e. Bills cover a specified service period, which shall be stated on the bill.
- f. Bills will be mailed to the District's Customer(s) at the address furnished by the corresponding Customer. It is

the responsibility of the Customer to provide the District with the appropriate mailing address.

- g. All bills are due and payable upon receipt. Unpaid bills are considered delinquent if payment is not received by the due date shown on the bill or invoice.
- h. The Customer, or the Applicant on the Application for New Service, is responsible for all bills unless the District is notified, in writing, that the account is being, or to be, closed. The Customer will then be responsible only for services up to and including the day the account is closed.

6.5.2 Billing Disputes: Any dispute concerning the amount owed on a bill must be raised prior to the due date shown on the bill, or the bill will be considered correct and due and payable. The dispute will be investigated once the bill has been paid. No penalty will accrue while the disputed bill is being administratively reviewed or while being considered by the Board.

Section 6.6 New Accounts and Billing and Payment Practices for Existing Facilities Accounts.

6.6.1 New Accounts. Water and/or wastewater service will be provided upon request where there is a water and/or sewer service line, as applicable, and meter for water service and upon compliance with all applicable District conditions and these Rules and Regulations. Requests must be made to Customer Service personnel at least one Business Day in advance of the date service is requested to commence.

6.6.2 Billing and Payment for Existing Accounts.

6.6.2.1 Payments Made at District's Office. Except as may be allowed under electronic funds transfer (EFT) payments, all payments for all services provided by the District are received only in the District business offices located at 32003 Dove Canyon Drive, Trabuco Canyon, California.

Payments made at the District offices must be in the

form of a check, cashier's check, traveler's check, money order, cash, Visa or MasterCard. No other forms of payment are acceptable.

No payment collections will be made outside of the District offices. Customers attempting to make payments to District personnel away from the District offices will be referred to the District offices.

- 6.6.2.2 Payment Made by Mail. Payments made by mail will be credited to the Customer's account only when received in the District offices.

Payments received after 5:00 PM on a Business Day will be credited to the Customer's account on the next Business Day.

Payments made to after 1:00 p.m. on a Business Day to the drop box located outside the District's Administrative Facility will be credited to the Customer's account on the next Business Day.

- 6.6.2.3 Electronic Funds Transfer (EFT) Payments. When authorized by the District, Customers may initiate pre-authorized payment of their water bills by electronic funds transfer ("EFT") from an account at their financial institution by completing an authorization agreement.

A Customer must submit a completed, signed authorization agreement, and voided check for each account that is to be paid by this method. The form of such agreement shall be specified by the District.

All transfers made in accordance with the authorization agreement will be subject to the Rules, Regulations and Guidelines of the Automated Clearinghouse and the agreements between the District and its Originating Depository Financial Institution ("ODFI").

The first EFT will occur with the next billing after the District has received and processed the properly

completed authorization agreement from the Customer.

Any balance owing prior to the first EFT must be made to avoid a penalty and disconnection.

Payments on accounts made through EFT shall be considered to be received at the District business offices on the Business Day that such payment clears.

Should a Customer have an EFT returned by the ODFI three times, the Customer will no longer be eligible for the EFT option.

In the event of a dispute regarding the amount on the bill, the Rules and Regulations specified in Section 6.4.2, Billing Disputes, shall apply. In the event the Customer is entitled to a credit, the District will issue a check on its next normal check printing date or, if the Customer prefers, a credit may remain on the corresponding account.

- 6.6.2.4 Payments Returned by Bank. Should a check rendered for payment be returned by the bank for any reason, the Customer will be notified and a fee will be charged against the account(s) to which the check had been credited. The fee for returned checks will be as determined by the District. Should a Customer have three (3) returned checks on the account, the District may require all payments be made by cash, cashier's check or money order and/or may require the Customer to place a deposit with the District pursuant to Section 6.10 of these Rules and Regulations.
- 6.6.2.5 Extensions. Arrangements may be made between the District and the Customer prior to the due date to extend a due date. However, the Customer must adhere to the terms of the arrangement. Failure to comply with such terms will subject the account to the District's Rules and Regulations Section 6.7 relating to delinquencies. A fee for payment

extensions may be charged in accordance with **Appendix D** of these Rules and Regulations.

Section 6.7 Delinquencies.

A bill is delinquent if payment is not received at the District offices by the due date shown on the bill. If payment is not made by the due date indicated on the corresponding bill, a charge will be added to the outstanding bill in accordance with the Current Schedule of Rates, Fees and Charges attached hereto as Appendix D. If the Customer fails to pay a delinquent bill, water service to the property concerned will be subject to disconnection in accordance with Section 6.8 of these Rules and Regulations.

If payment is not received within five (5) days of termination of service, the account will be closed. If payment is not received in accordance with the District's terms and conditions on closed accounts, the balance owed may be turned over to a collection agency for collection.

Section 6.8 Water Service Terminations.

6.8.1 Involuntary Termination: Termination of Water Service for Nonpayment: Payment of all fees, charges (including late fees or charges) and deposits must be paid in full to prevent termination of service. Should full payment not be received by the due date on the delinquent bill, the District shall give written notice of disconnection ("Notice of Disconnection"). The Notice of Disconnection will show a termination of service date. If payment in full is not received by this date, water service may be discontinued without further notice.

Prior to termination of service, the District shall make an attempt to contact an adult person at the premises of the Customer by telephone, or in person, at least forty-eight (48) hours prior to termination. If such contact is unable to be made, a notice of termination will be delivered to the premises at least twenty-four (24) hours prior to termination. In the event service is terminated a charge shall be imposed prior to restoring service as specified in **Appendix D**.

When water service is discontinued for any reason, the Meter

shall be locked, where possible. In all cases the Meter shall be sealed. Tampering with this seal, and/or the lock, turning the water back on, or in any other manner interfering or tampering with the District's property, is unlawful.

A sample timeline for District Meter Read through Service Turn Off due to non-payment is available from the Customer Service personnel.

6.8.2 Voluntary Termination.

6.8.2.1 Temporary Turnoff. Should a Customer desire to have service temporarily discontinued at any time, written notice must be sent to the District specifying the time the shut-off is to be made. A charge as determined from time to time by the District will be made for reading the Meter and discontinuing service which will be added to the final bill. Written application must be made to have service resumed. A turn-on charge as determined from time to time by the District will be made for this service. (See **Appendix D**, Current Schedule of Rates, Fees and Charges)

6.8.2.2 Permanent Turnoff. Should the Customer desire to have service permanently discontinued, written notice must be sent to the District specifying the time shut-off is to be made.

6.8.3 Collection of Unpaid Residential Rental Unit Water Bills. In the case of bills to residential rental dwelling unit(s) which remain unpaid after the water service to such unit(s) has been terminated and after the occupant(s) on whose account the water and sewer service was provided have vacated that unit, the landlord or property owner (as the case may be) shall be notified that service to that particular rental unit(s) shall not be turned on again by the District unless and until the landlord or owner shall sign a Rental Unit Service Agreement form, which form shall be prescribed by the Board and shall specify that the landlord or property owner is the Customer for the residential dwelling unit in question.

6.8.4 Customer's Failure to Comply with the Rules and Regulations. If a Customer fails to comply with these Rules and Regulations,

as amended from time to time, the District may terminate/discontinue water and/or wastewater service upon the provision of written notice of such violation/noncompliance and/or to cease and desist from such violation or infraction to the Customer and reasonable opportunity to cure such violation, which shall be specified in such written notice. Written notice and opportunity to cure may be waived if, in the determination of the General Manager, such violation poses a threat to public health or safety, pollution or system hazard or where discontinuance of service is necessary to protect the District from fraud, abuse or loss. In the event of such a service termination, the Customer may appeal the District's decision in accordance with Section 12.3 of these Rules and Regulations.

6.8.4.1 Fines. The General Manager may assess a fine to a Customer for each violation of these Rules and Regulations and for each incidence involving the intentional and improper taking of water. Each day that a violation of these Rules and Regulations continues, or each day such intentional and improper taking of water continues, shall be treated as a separate violation of this provision. No further water service shall be provided to such Customer or property until such charge has been paid or otherwise satisfied. If the charge is paid under protest, the Customer may file a written appeal pursuant to these Rules and Regulations.

Section 6.9 Service Restoration.

All amounts owed, including all bills, fees, charges, and deposits, must be paid or otherwise satisfied, and all other violations of these Rules and Regulations shall be cured to the District's satisfaction, before service will be restored. If the Meter has been removed, all applicable fees must be paid before a Meter is re-installed. Fees for the restoration of service are shown in **Appendix D**.

Section 6.10 Deposits.

Customer Deposits. The District may require an Applicant or Customer to provide a deposit with the District, in amounts determined from time to time by the General Manager, to ensure the payment of water

bills, including, but not limited to, the final bills. The requirement of a new residential Applicant to provide such a deposit shall be subject to the procedure(s) as established by the General Manager to determine if such deposit shall be required and shall be based solely upon the creditworthiness of the Applicant as determined by the General Manager. In determining the creditworthiness of a new residential Applicant, the General Manager may conduct a credit check or background check of such Applicant to determine whether he/she has been delinquent in payments to other providers.

Additionally, the District may require a residential Customer, who was not initially required to provide a deposit, to so provide a deposit if deemed necessary as a result of delinquencies in payments to the District under these Rules and Regulations or as the result of bankruptcy (as set forth in Section 6.12 of these Rules and Regulations).

- a. In the event the Customer making such a deposit receives service from the District for less than twelve (12) months from the initial date of service, the amount of the deposit, less any amounts owed to the District, shall be refunded to the Customer within a reasonable period after the termination of Customer's account with the District.
- b. In the event a Customer making such a deposit is not delinquent on any service billing for a period of twelve (12) consecutive months at any time after the initial date of service, the deposit shall be credited to that Customer's subsequent bill(s) until the amount of the deposit is exhausted.
- c. In the event a Customer making such a deposit does not meet the requirements stated in the above paragraph, then the amount of the deposit, less any amounts owed to the District, shall be refunded to the Customer within a reasonable period after the termination of the Customer's account with the District.
- d. In all instances, a deposit made with the District, pursuant to this Section shall not earn interest on behalf of the party making the deposit.

Section 6.11 Customer Liability.

Except to shut off water to prevent damage, no person other than an authorized District employee shall at any time or in any manner, operate or cause to be operated, any valve in or connected with a

water Main, service connection or fire hydrant or tamper or other wise interfere with any water meter, check valve or other part of the District's water system, except the Customer Control Valve. In the event a person, for any reason, digs out or uncovers a corporation stop, angle meter stop or valve controlling a water supply, lifts or removes a meter box cover or its center piece of causes or suffers any such act to be done, such person will be held liable to the District for any injury or damage occasioned thereby or resulting there from. In addition, the Customer will be held liable to the District for any costs incurred for repairing, replacing or adjusting any meter or other appurtenances which have been damaged due to negligence or carelessness, including but not limited to, damages caused by hot water or steam from a boiler.

Section 6.12 Bankruptcies; New Accounts.

When the District receives notice that a Customer has filed for bankruptcy, the Customer's account(s) will be closed, whenever possible, as of the date of the Bankruptcy filing. Any outstanding balances as of that time will be considered covered in the bankruptcy proceedings and the District may file a claim accordingly. Service will not be terminated. A new account will be created for the Customer for ongoing service. A deposit will be charged in accordance with Section 6.10 of these Rules and Regulations.